FOREST DEPARTMENT.

BANGALORE DISTRICT.

Resale Notification dated 17th February 1933.

It is hereby notified for general information, that the exclusive right of collecting Minor Forest Produce, on all Government unoccupied lands, Amrut Mahal Kavals, State Forests, Reserved lands and plantations, from the date of confirmation of the sale to 30th June 1934 in the undermentioned taluks will be sold by public auction by the Deputy Commissioner, Bangalore District or by the Assistant Commissioner deputed by him assisted by the District Forest Officer, Bangalore District, or any officer deputed by him, at the risk of the original contractor, as he has failed to pay up the khist amount due on 1st February 1933, and adhere to the terms of the lease.

Taluks	Place of sale	Date of sale
Anekal Channapatna Dodballapur Hoskote Kankanhalli Devanhalli Nelamangala Magadi Closepet	Deputy Commissioner's Office, Bangalore.	15th March 1933, 3 P.M.

For conditions of sale and other particulars, *vide* the notification, dated 16th February 1932 published on pages 184 and 185, Part VI of the *Mysore Gazette*, dated 25th February 1932.

P. KRISHNASWAMI RAO,
District Forest Officer.

SHIMOGA FOREST DIVISION.

SALE OF TIMBER.

Notification dated 14th February 1933.

It is hereby notified for general information that the undermentioned kinds and quantities of timber will be sold by public auction under the following conditions at the following Depot by the District Forest Officer, Shimoga Division, or any other officer deputed by him on the date noted against the depot:—

Sl. No.	Name of Depot	Date of sale	Kind of Timber	Quantity in C.ft.	Remarks
				Feet	
1	Shikarpur	Thursday, 9th March 1933.	Teak logs Matti logs Nandi logs Other kinds Total	500 500 1,000 1,000 3,000	More or less

Conditions.

1. Each bidder shall place a deposit of Rs. 200 with the officer conducting the sale, but defaulters to the department will not be allowed to bid at the sales.

In the case of purchasers of timber not exceeding Rs. 200 in value, this deposit will not be insisted upon provided that the full purchase money is paid in cash on the spot.

2. Any person bidding at the sale may be required by the officer conducting the sale to state whether he is bidding on his own behalf or as an agent, and in the latter case, to produce a written authority duly signed by the principal.

3. The highest bidder shall ordinarily be the purchaser, but the officer conducting the sale can reject any bid or stop the sale at any stage without assigning any reason to the intending purchasers.

4. Immediately after the lot is knocked down to him, the successful bidder shall sign his name opposite the number and specification of the lot bought by him in a book provided for the purpose. Such signature shall be held as admission on his part of having bought such lot and of having accepted the terms of the sale as herein specified. The sale is subject to the confirmation of the Conservator of Forest if the amount exceeds Rs. 1,000.

5. After conclusion of the sale, each purchaser shall pay 10 per cent of the amount in cash to the officer conducting the sale and obtain in return from him a receipt vouching for the payment of the one-tenth value as well as the initial deposit of Rs. 200. Should any

shall not participate in any profit from such resale. The amount due by such defaulter, on account of loss from resale, shall be recovered from him as a revenue demand under section 79 of the Mysore Forest Regulation. In calculating such losses, the initial deposit forfeited to Government shall not be taken into account.

In cases of resales for default of payment of value where no bidders are forthcoming, it will be open to the District Forest Officer to fix such price as may appear to him to be reasonable and to proceed for the recovery from the defaulter of the balance, if any, after deducting the price so fixed from the original sale amount. A registered notice should be issued to the defaulter intimating the price fixed by the District Forest Officer for the unsold wood and the amount still due from him which will be recovered as arrears of land revenue.

6. The deposits tendered by the unsuccessful bidders shall be returned immediately after the sales are concluded, those of successful bidders being lodged in the Savings Bank as security deposit.

7. The full value of all timber purchased shall be paid for within 30 days after the date of sale or within 15 days after the date of notice of the confirmation of the sale, whichever is later. In case of purchasers of above Rs. 1,000 in value, the purchaser shall be permitted to pay up the balance in instalments of not less than Rs. 1,000 provided the full value is paid not later than the (15th May 1933). The money shall be paid into such treasury as the District Forest Officer may direct within the time specified.

8. If the amount is not fully paid for by the purchaser before the date fixed above, the initial deposit as well as the other moneys already paid in shall be forfeited to Government and all or any portion of the timber not fully paid for shall be resold at the risk of the purchaser in the manner prescribed for default of payment of one-tenth value in clause 5 *supra*.

9. No timber lot shall be permitted to be removed by the purchaser unless it has been paid for in full, calculated at the rates at which the timber is knocked down to him at the time of sale, including the 10 per cent deposit paid for the lot at the time of the sale and no timber shall be removed from the depôt unless a permit is obtained from the Forest Officer in charge of the depot. The earnest money will not be adjusted towards the value of timber until 90 per cent of the purchase money over and above the security deposit has been paid.

10. Timber purchased should be removed as early as possible, and in no case should it be allowed to remain longer than 90 days after 15th May 1933. Timber not removed after purchase will remain in the Depot at the risk of the purchaser from the date of the confirmation of the sale.

11. If the timber is not removed within the time allowed, the same may, after ten days' notice to the purchaser, be sold in public auction and the proceeds will be given to the purchaser after defraying all the expenses in connection with the resale.

12. The deposit of Rs. 200 will remain as security for the due fulfilment of all and every one of the terms of sale, for the breach of any of which by the purchaser, the District Forest Officer shall be entitled to forfeit the deposit in whole or in part and in the event of such forfeiture, the sum so forfeited shall be immediately made good by the purchaser so long as the transaction is not finally closed. The security deposit or the balance thereof, if any, shall be returned to the purchaser after the full value of timber purchased has been paid for and the timber fully removed.

13. Interest will be charged on all belated payments at 9 per cent per annum from the date of their falling due up to the date of payment.

14. Along with this sale, the timber of the defaulting purchasers, if any, on account of arrears will also be resold.

MAHAMED PIR,
District Forest Officer.

BHADRAVATI DIVISION.

Tender Notification dated 20th February 1933.

Sealed tenders will be received at the Office of the District Forest Officer, Bhadravati Division, Bhadravati, up to 4 P.M., on the 15th March 1933, for the right of collection and removal of small bamboos in the undermentioned State Forests of the Division for the calendar year 1933 :—

Name of Sub-Division	Name of Range	Name of Forest	Big bamboos	Minimum quantity to be purchased — Small bamboos	Place of sale	Remarks
Narasimharajpura Sub-Division.	Umblebyle	1. Umblebyle ...	....	20,000	District Forest Office, Bhadravati	Except Garate, all other bamboos are included.
		2. Chornedehalli ...	10,000	....		
		3. Kakanhosudi ...	....	45,000		
	Narasimharajpura ...	Aramballi ...	5,000	....		
		Malandurgudda ...	....	3,000		

2. The tender should be superscribed "Tender for the right of collection and removal of bamboos." The rates should be per one thousand written distinctly in words as well as in figures.

3. Each tender should be accompanied with the solvency certificate and the earnest deposit of Rs. 50 in currency notes which will be returned in the case of unsuccessful tenders.

4. The acceptance of tender rests with the Conservator of Forests or the District Forest Officer as the case may be who reserves to himself the power of accepting or rejecting any tender without assigning any reason therefor.

5. Within fifteen days from the date of receipt of the intimation regarding the acceptance of the tender, the tenderer whose tender is accepted, shall pay up the full lease amount together with the local cess at Re. 0-1-0, railway cess at Re. 0-0-3 in the case of Shimoga District and Re. 0-0-6 in the case of Kadur District and education cess at Re. 0-0-6 (per rupee) on the entire lease amount and also deposit as security a sum of Rs. 50 (fifty) or 25 per cent of the sale amount, whichever is less, for each block as security towards the due fulfilment of the conditions of the contract and shall execute an agreement on a stamped paper of proper value accepting the terms specified below, failing which the amount alredy paid will be forfeited to Government and the produce resold or worked departmentally at the risk of the defaulter. He will be liable for the loss, if any, that may result by such resale or departmental working which will be recoverable from him as an arrear of land revenue but he shall not participate in any gain. The security deposit or the balance thereof as may remain over shall be repayable to the contractor on his producing proof relieving him of any liability under the contract after the period of contract is over.

Interest at 9 per cent per annum will be charged on all arrears of lease amount to be paid after the due date before resale.

The following are the further conditions to which the contractor should bind himself:—

Conditions.

(*a*) That the bamboos shall be collected or stored outside the block at such place or places as may be fixed by the Range Officer concerned and allowed to be removed on check by him and after a permit to remove is issued. Removal without such permits will be an offence to be dealt with according to law.

(*b*) That the purchaser shall not cut bamboos outside the limits of the block to which the lease refers and not exploit immature clumps less than three years old.

(*c*) That the lessee will be personally responsible for the acts of his agents, servants or coolies employed in the cutting, collection and removal of bamboos and for preventing the cutting of clumps under two years, by himself, his agents, servants or coolies.

(*d*) That he shall not sublet the contract to anybody or appoint any agent to work for him, except with the written sanction of the District Forest Officer.

(*e*) That he shall have no right whatsoever over the block and over the bamboos paid for but left unremoved in any of the blocks after the 31st December 1933.

(*f*) That he shall accept the minimum quantity fixed in the notification as available in the block concerned and shall have no claim on the department for any deficit that may be found. If he removes any quantity above the minimum fixed with the lease period, he shall pay for the excess quantity at tender rates.

(*g*) That he shall abide by such orders as the District Forest Officer may issue regulating the transport of bamboos to and collection at their rafting stations.

(*h*) That he shall abide by the rules of the department as regards the kindling of fires and shall hold himself responsible for any forest offences committed by his agents, employees or workmen.

(*i*) That he or his men shall not enter the forest after sunset and before sunrise.

(*j*) That he shall maintain a register in the form prescribed by the District Forest Officer showing the number of bamboos removed and shall keep it open for the examination of Forest Officers above the grade of guards.

(*k*) That he understands that the sale does not prohibit the issue of retail licenses at the seigniorage rates or the exercise by the villagers of their rights in the Forests, or in exploitation by the Department for supply to Governmet Departments.

(*l*) That for any breach of any of the conditions of the contract by the contractor or his agents, the contract shall be void at the option of the District Forest Officer and that the latter may, after issuing to the contracter a notice of the cancellation of contract, enforce forfeiture of all or any part of the deposit and shall resell the right or work it departmentally at the risk of the contractor as in clause (5) *supra*. If the deposit or part thereof is so forfeited, it shall be immediately made good by the contractor.

H. V. RANGASWAMI IYENGAR,
District Forest Officer.